

EXHIBIT

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CONFIDENTIALITY, NON-DISCLOSURE ND NON-COMPETE AGREEMENT

The parties hereto, Sonic Solutions, LLC ("Sonic") and Diversified Power International LLC ("DPI"), intend to engage in discussions concerning a possible business arrangement between Sonic and DPI related to DPI's providing components for products offered by Sonic. In the course of such discussions, it is anticipated that both Sonic and DPI will receive information (i) relating to the other's business, and (ii) relating to proposed terms of an arrangement, both for the purpose of enabling Sonic and DPI to evaluate the feasibility of consummating an arrangement.

In the course of this exchange of information, each party may find it necessary or useful to reveal proprietary and therefore confidential information which it wishes to be held in confidence by the other. For purposes of evaluation and determination of their respective interest in proceeding with an arrangement each party agrees to maintain and keep as confidential all information received from the other and not to use such information to compete directly or indirectly with the other but only in connection with the evaluation of a possible arrangement, subject to the following limitations.

1. Either party may provide its agents and advisors who have a need to know (collectively, the "Representatives") with such confidential information, provided that it obtains reasonable assurances that each such person will hold such information in confidence in accordance with the terms of this agreement.
2. Neither party shall not be required to hold in confidence information which:
 - a. was in the public domain prior to disclosure by a party; or
 - b. was known by the other prior to disclosure by a party; or
 - c. is disclosed to a party by a third party not in violation of any obligations of confidentiality to the other; or
 - d. becomes generally available through no act or failure to act on the part of a party; or
 - e. is or was developed independently by a party not in reliance on any information provided by the other; or
 - f. is required to be disclosed by law.

It is expressly understood and agreed that neither this agreement nor any disclosure hereunder shall obligate a party to enter into any agreement with the other, or, provided there is no use of confidential information, be deemed to limit or prevent in any manner a party from competing with the other, regardless of whether an arrangement between them is consummated.

The information provided hereunder will remain the exclusive property of the disclosing party and the other will not acquire any right, title, license or interest on or to such information or reports containing such information.


Each party acknowledges that the other shall incur irreparable damage if a party should breach any of the provisions of this Agreement. Accordingly, if a party or any of its Representatives breaches or threatens to breach any of the provisions of this Agreement, the other shall be entitled, without prejudice, to obtain damages and other remedies available to it, including an injunction (without any bond or other security being required therefor) restraining any breach of the provisions of this Agreement by the party or its Representatives.

This agreement contains the entire understanding of the parties relating to the subject matter hereof and may not be assigned. Any representation, promise or condition not contained herein shall not be binding on either party. Any amendments and modifications to this agreement must be in writing and signed by an authorized representative of each party. This agreement shall immediately terminate, and the obligations of the parties hereunder shall cease upon the later of (a) the date that is three years after the date hereof and (b) three years after the termination of any vendor (DPI)/Buyer (Sonic) relationship.


This agreement shall be governed in all respects by the laws of Massachusetts, and any litigation arising under this agreement must be conducted in Massachusetts based courts. This agreement may be signed in multiple counterparts (it being understood that signatures delivered by electronic means, such as fax or PDF are valid and effective, the same as inked signatures). This agreement is not intended to create any third-party beneficiary rights.

Agreed to and effective as of May 8, 2012.

Sonic Solutions, LLC

By: 
Dana G. Taylor
Authorized Signatory
77B West Street
West Hatfield, MA 01088

Diversified Power International LLC

By: 
Tony Trigiani
President
414 Century Court
Piney Flats, TN 37686